[INSERT CITY LETTERHEAD]

June 17, 2008

Tim and Liesbet Bickett
CoreQuest Corporation
Contra Costa Adventure Boot Camp
[INSERT ADDRESS]

Re: Letter of Agreement for Use of Lafayette Plaza by CoreQuest Corporation and Contra Costa Adventure Boot Camp

Dear Mr. and Mrs. Bickett:

This letter shall be the Letter of Agreement ("Agreement") between the City of Lafayette ("Lafayette") and CoreQuest Corporation and Contra Costa Adventure Boot Camp (collectively, "CoreQuest") regarding CoreQuests's use of Lafayette Plaza each Monday, Wednesday and Friday from 9 a.m. to 10 a.m. for exercise class. Attendees of the exercise class ("Participants") shall park on Golden Gate Way.

CoreQuest agrees to be conscious of, and accommodating to, other park users in its performance of this Agreement. CoreQuest acknowledges that its use of Lafayette Plaza may impact the efforts of Lafayette's maintenance personnel, and that if Lafayette needs to relocate or reschedule CoreQuest's use of Lafayette Plaza for maintenance or other City-related purposes, Lafayette shall provide CoreQuest as much notice as possible.

CoreQuest shall operate at all times under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. CoreQuest represents that it, its employees, subcontractors and agents have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to conduct the exercise classes for which it will be using Lafayette Plaza and that such licenses and approvals shall be maintained throughout the term of this Agreement.

As a condition of CoreQuest's use of Lafayette Plaza, CoreQuest shall provide, at its sole expense certificates of insurance and original endorsement affecting the coverage more specifically required in sections (A)(1)-(4) below at least 30 days prior to CoreQuest's first use of Lafayette Plaza. Each endorsement shall be subject to approval by Lafayette The certificates and endorsements are to be on ISO-approved forms. Lafayette will not accept a Certificate of Insurance alone as proof of insurance coverage.

A. Proof of insurance comprised of certificates of insurance and original endorsements of comprehensive general liability insurance with a limit of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage written by one

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or more responsible insurance companies licensed to do business in California. This coverage must:

1. Name the City of Lafayette, its officials, officers, directors, employees, agents and volunteers as additional insureds against liability for injury to persons, damage to property, and for the death of a person or persons arising or resulting from any act or omission on the part of CoreQuest, its employees, subcontractors or agents.

2. Include liability coverage for claims made by Participants. You are advised that any and all exclusions pertaining to athletic or recreational events must be disclosed in the endorsement and failure to do so will not necessarily insulate CoreQuest from individual liability for claims made as a result of the use of the facilities and your event.

3. Be primary insurance with respect to the additional insureds named above. Any other insurance available to the City of Lafayette, its officials, officers, directors, employees, agents and volunteers shall be excess and noncontributing.

4. Identify any deductible or self-insured retentions, for Lafayette's approval. In the event the deductible is deemed to be too great, Lafayette may require you to have your insurer eliminate the deductible or reduce it.

CoreQuest shall defend, indemnify and hold Lafayette free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, and injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or connected to CoreQuest's use of Lafayette Plaza except from liabilities arising from the active negligence, the sole negligence or the willful misconduct of Lafayette, including, without limitation, the payment of all consequential damages, attorneys' fees and other related costs and expenses.

In addition, CoreQuest shall revise any form "waiver of liability," "release," or "hold harmless" document that Participants sign to release, discharge and hold harmless CoreQuest from all liability, claims, demands, causes of action, costs, expenses liabilities, damages and injuries in any manner arising out of or connected to Participants participation in CoreQuests's exercise class or program, to include Lafayette as an additional releasee. CoreQuest shall provide a copy of the waiver it proposes to use to Lafayette for its approval at least two (2) weeks prior to commencing its use of Lafayette Plaza. If CoreQuest does not currently use such a form, it shall create one and provide it for Lafayette's review as set forth above.

This Agreement shall be binding upon CoreQuest's successors, heirs and legal assigns. CoreQuest warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind CoreQuest hereto.

The Term of this Agreement shall be one (1) year. Upon the expiration of the one (1) year Term, Parties shall review this Agreement to determine whether to extend it and/or modify its provisions.

By signing and dating this Agreement where indicated below, CoreQuest shall be bound by its terms. A fully executed copy of this Letter of Agreement will be returned to you for your records.

CITY OF LAFAYETTE

Approved by:

By: _____ Date: _____
Steven Falk
City Manager

COREQUEST CORPORATION AND CONTRA COSTA ADVENTURE BOOT CAMP

Approved by:

By: _____ Date: _____
Liesbet Bickett
_____ (Insert Title)

By: _____ Date: _____
Tim Bickett
_____ (Insert Title)

Hi Liesbet: Thank you for the e-mail update. Please forward a copy of the letter you sent to the area business and the information Walnut Creek requires for insurance purposes. We have this item on the June 23, 2008 council agenda.

Joanne Robbins
City Clerk
City of Lafayette
925-284-1968

From: Contact Us [mailto:contact@contracostabootcamp.com]
Sent: Monday, June 16, 2008 12:47 PM
To: Robbins, Joanne
Subject: Exercise Class in Lafayette Plaza

Hi Joanne,

I went to the council meeting last Monday and was asked to contact the business in the Plaza area to get feed back from them or let them give the city feed back about the potential class in the Plaza park. I have attached a letter that I sent out last week to the business in the Lafayette Plaza area. I will be checking in with them this week. I am not sure if there is anything else the city needs from me right now. I know that they want to make sure they are listed on my insurance. If you would like me to send a copy to you of how the City of Walnut Creek has asked to be listed I can do that.

I think the City Council put the decision off two weeks pending further research.

I will let you know what feed back I get from the businesses. Please let me know if there is anything else I should do or anyone else I should contact, and any idea of time frame that you have (like is it scheduled for the next council meeting?)

Thank you.

Liesbet Bickett
Contra Costa Adventure Boot Camp
925-457-4587
510-393-7588 (cell)

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Leisa Mock
CoreQuest Corporation
Contra Costa Adventure Boot Camps
www.contracostabootcamp.com
925.457.4587

ADVENTURE
BOOT CAMP

Hello,

My name is Liesbet Bickett. My husband, Tim Hill, and I run outdoor exercise classes for adults in the area. The City of Lafayette may allow us to use the Lafayette Plaza for a small exercise class (10-15 participants) in the mornings (9-10am) a few days a week. I would like the chance to talk to you about how you feel about this and if you have any concerns for your business. I believe our class will have a positive effect on all the business in the area, bringing people into the area that may not normally be there at that time, promoting the health of our community, and supporting the image of Lafayette as being a great city and community for people to live in.

One concern the City has is parking, especially in the small area between the theater and Squirrels. We have agreed to ask our participants not to park in that area. It is very important that anything we do will be an asset to the community and to the businesses in the area. We will work with you as a business to ensure that that is the case. Our customers are great customers. They are typically moms from the area. I am hoping that I can promote the local business to our class, and will be open to any promotions you would like to offer our participants.

Please call or e-mail me if you have any questions. I will call or stop by your business to follow up and answer any questions you have. I also invite you to contact the City with any feedback you have.

Liesbet Bickett
Contra Costa Adventure Boot
510-393-7588
liesbet@bickett.net

Shell Station Lafayette

3255 Stanley Blvd
Lafayette, CA 94549

Wayside Inn Thift Store

3521 Plaza Way, Lafayette, CA 94549

Tina Hair

3511 Plaza Way, Lafayette, CA 94549

A Man's Choice Barber

3533 Plaza Way

The Stuart Company

925-284-1115

Cleaning and Alterations

3539 Plaza Way

Fresko Realty

3541 Plaza Way

Squirrels

998 Moraga Rd, Lafayette

Lafayette Pet Shoppe

3517 Mt. Diablo Blvd. **Lafayette CA**

West America

3515 Mt. Diablo Boulevard

Hamlin Cleaners

3512 Golden Gate Way,Lafayette

ACORD TM. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2008

PRODUCER Phone: (800) 395-8075 Fax: (858) 519-0822
FITNESS AND WELLNESS
380 STEVENS AVENUE, SUITE 206
SOLANA BEACH CA 92075

Agency Lic#: 0377645

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
COREQUEST CORP. DBA CONTRA COSTA ADVENTURE
C/O TIM HILL
18 GARRON CT.
WALNUT CREEK CA 94596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PHPK284105	05/15/08	05/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	$ 1,000,000 $ 100,000 $ 2,500 $ 1,000,000 $ 3,000,000 $ 3,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

It is understood and agreed that The City of Walnut Creek, it's officials, officers, directors, employees, agents, and volunteers are added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.

CERTIFICATE HOLDER

The City of Walnut Creek
1666 North Main Street
Walnut Creek CA 94596

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey E. Frick, CEO

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